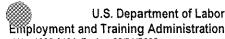
#### VIRGINIA EMPLOYMENT COMMISSION

MEMORAND	OUM TO:					DATE_	3/1/2	2010
Florida	<u> </u>	North Carolina	_X_	Kentucky _	X	Pennsylvania_	<u>X</u>	
Texas	X	South Carolina	X	West Va.	<u>X</u>	Maryland _	X	
Georgia	_X_	Puerto Ríco	<u>X</u>	Delaware	X	Other Alaba	ıma	
FROM:	Virginia Er P. O. Box	vices Manager mployment Comr 1358 , Virginia 23211	nission					
SUBJECT:	Request fo	or Extension of C	learance O	rder No.	154857	7		
Extension is	requested f	for the 1	_cop(ies) o	f the order wh	iich ìs/a	re attached,		
dated	3	3/1/2010 for (No	36 o, of Openin	gs) Farm	worker (O	r 45-2092-02 ccupational Title	and Code)	
to be sent to	the offices	of your choice.	·					
COMMENTS	S: Please ir	ndicate below the	action take	en by your offi	ce. , cli	lld		nam
						(signature	<del>)</del> )	
* * *	* *	* * * *	* *	* * *	* *	* * * *	* * *	* * *
						DAT	***************************************	
The above r	equest has	been reviewed a	nd action ta	aken as indica	ited bel	ow:		
	ACCEPTI	EDLoc	cation(s) to	which extend	•			
	REJECTE	EDRe	ason for Re	ejection:				
	COMMEN	NTS:						
Number of a	additional co	opies required.	<del></del>					
						faianatu		
						(signatur	=)	

# Agricultural and Food Processing Clearar rder



	11/2
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Pedido de Empleados para Agricultura y Procesamiento de Alimentos O.M.B. Approval No. 1205-0134, Expires 08/31/2009 Industry Code / Código de Industria Job Order # / No. Orden de Empleo 1. Employer's Name and Address (Number, Street, City, State, Zip Code, and telephone number) Nombre y Dirección del Empleador (Número, calle, ciudad, código postal y teléfono) Occupational Title and Code /Titulo Ocupacional R. Hart Hudson Farms Phone 434-689-2326 Clearance Order Issue Date / Fecha de Tramite: 338 Tobacco Lane, South Hill, VA 23970 Job Order Expiration Date / Fecha de expiración: 2. Location and Direction to Work Site / Dirección del lugar de trabajo Location: 338Tobacco Lane, South Hill, VA 23970 Directions from So. Hill, take So. Hill Ave. from US/1 6.Anticipated Period of Employment / Periodo Anticipado de Empleo (Danville St), follow So. Hill Ave. to State Rd. 903 (Goodes Ferry Rd.) approximately (3) miles, turn right onto State Rd. 773 (Tobacco Lane). Go to Sign "R. Hart Hudson Farms" on the right. Office is located at From/ Desde: 04//08/10 To / Hasta /11/01/10 the back of the house 7. No. of Worker's Requested / No. de Trabajadores Pedidos 36 (see attachment / para más detalles vea 8. Anticipated Hours of Work per Week / Horas 3. Location and Description of Housing / Dirección y Descripción de la Vivienda Anticipadas de Trabajo por Semena Total: 40 Wednesday / Miercoles Location: 338 Tobacco Ln., So. Hill, VA 23970. Miles creek Camp- Capacity 35, barracks type, wood and Sunday / Domingo 8 block building. Home camp -Capacity 16, barracks type, wood and block building. Type of family, single Monday / Lunes 8 Thursday / Jueves 8 non\married. Gas heat, electricity and housing supplied at no cost to worker who is unable to return to Tuesday / Martes 8 Friday / Viernes 8 their place of residence the same day. Housing will be clean and in compliance with ETACFR 564 Saturday / Sabado Housing Standards. Worker will be responsible for maintaingin housing in a neat and clean manner. 9. Collect Calls Accepted/Se Aceptan Llamadas a Cobrar: Reasonable repair cost of damage other than normal wear and tear will be deducted from earnings of Employer / El Empleador Yes ⊠ No □ workers who are found responsible for damage to housing and furnishings. (see attachment / para más detalles vea Local Office/Oficina Local Yes ☐ No 🛛 4. Board Arrangements / Arreglo de Alojamiento Worker will purchase ingredients and prepare own meals. Employer will furnish convenient cooking and kitchen facilities so that worker may prepare own meals. Cooking and serving utensils are include at no cost to the worker. Employer will provide transportation to assure worker access to stores where they can purchase groceries. (see attachment / para más detalles vea 5. Referral Instructions / Instruciones para el Referimiento de Candidatos The referral under this job order is to be made to the South Hill office of the Virginia Employment Commission. The address of that office is Virginia Employment Commission, P.O. Box 485, 910 Meckienburg Ave. South Hill, VA 23970 Phone (434) 447-8700. (see attachment / para más detalles vea 10, Job Specifications / Descripción del Trabajo [Summary of Material Job Specifications in ENGLISH must be included inside this box] To apply fertilizer and pesticides, monitor and maintain temperatures according to plant growth in the greenhouses. Cultivate fields, bed rows, and plant tobacco. Remove tops and suckers from plants by hand. Mature leaves will be harvested, transported and placed in tobacco barns, when cured, worker will remove tobacco and bail, the tobacco will be transported to the warehouse. Worker may be required to work in periods of light rain and will be provided with rain gear at no cost. Worker should be in good physical condition, able to stand for long periods of time, considerable stooping and kneeling are required, worker should have no alliergies to noxious plants or insect control sprays. Worker may be required to work in temperature ranges from slightly below 30 degrees and slightly above 100 degrees. Job duties may change back and forth depending upon stages and conditions of the crop.

(see attachment / para más detalles vea

10 a. Descripción del Trabajo / Job Specifications [Summary of Material Job Specifications in SPANISH must be included inside this box] Trabajador preparar los invernanderos de plastico mediante la sustituction de suelos., limpieza y bansejas de siembra, la aplicacion de fertilizantes a las plantas, vigilar y maintaine tempertatures, preparar la tierrapara la plantación tobacco, ropa de cama filas, la planta deltabaco, eliminar cuellos, cosecha y cura del tabaco, y el transporte de balas de tabacoembalado el almacen para la venta. Trabajador puede serobligado a trabajar en los periodos de lluvia y la luz se proided con artes de la lluvia, sin costo alguno para el trabajador. Trabajador debe estar en buena condicion física, capaces de permanecer diurante largos periodos de tiempo considerables agacharse y knelling sonnecesarios, los trabajadores no debe tener alligeries nocivos para los vegetales o el control de insectos en aerosol. Trabajadorpuede ser obligado a trabajar en rangos de temperatura de 30 grados poco a poco por encima de 100 grandos, Obligaciones de trabajo pueden cambiar hacia atras y hacia adelante, dependiendo de las etapas las condiciones del cultivo.





1. Wage Rates, Special P	ay Information and De	eductions / Tarifa de Pago, Inform	nación Sobre Pagos Especiales y D	educciónes (Rebaias)			
Crop Activities / Cultivos	Hourly Wage	Piece Rate / Unit(s)	Special Pay (bonus, etc.)	Deductions /	YES	NO	Pay Period
	Salario por Hora	Pago por Pieza / Unidad(es)	Pagos Especiales (Bono, ect.)	Deducciónes	SI		Periodo de Pa
obacco	\$ 9.02	\$ N/A	N/A	Social	X		Weekly / Semanal
	\$	\$		Federal Tax Impuestos Federales	×		
	\$	\$		State Tax Impuestos Estatales	Х		Bi-weekly / cada 2 sem.
	\$	\$		Meals (comidas)		X	
	\$	\$		Other (specify)/ Otro		Х	Other / Otro
ik. Hanaponasion mianu	ements / Arregios de i	Fransportación (Please explain)					
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21. Employer's Certification: This job order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. Certificacion del Empleador: Esta orden de trabajo describe los términos y condiciones de trabajo y contiene todos los materials, terminus, y condiciones ofrecidos. Employer's Signature & Title/ Firma y Titulo del Empleador

R. Hart Hudson Owner/President

READ CAREFULLY: In view of the statutority established basic function of the Employment Service as a no-lee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the ETA nor the State agencies are guarantors of the accuracy or truth-fullness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the One-Stop Career Center constitute a contractual job offer to which the One-Stop Career Center, ETA or a State agency is in any way a party. LEASE CUIDADOSAMENTE: En vista de su función básica establecida estatutariamente el Servicio de Empleo es un intercambio gratis de trabajo para juntar a los empleadores y trabajadores que buscan empleo, ni ETA ni las agencias del estado pueden garantizar la verdad y certeza de la información contenida en la Orden de Trabajo sometida por el Empleador. Tampoco, ninguna orden de trabajo aceptada o reclutada por el Servicio de Empleos constituye una oferta contractual de la cual ETA ni la agencia del Estado son parte

Public reporting burden for the ETA Form 790 is estimated to be approximately 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. Respondents obligagation to reply to these requirements are mandatory by 20 CFR 653.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing the burden can be sent to the U.S. Department of Labor, Office of Workforce Investment, Room S-4321, Washington, D.C. 20210 (Paperwork Reduction Project 1205-0134).

ATTACHMENT 1 PAGE 1 OF 3

#### Wage Rates, Special Pay Information and Deductions

(a) The current Adverse Effect Wage Rate (AEWR) of \$9.02 per hour or the AEWR in effect at the time work is performed, the prevailing hourly rate, or the legal Federal or State Minimum Wage Rae, whichever is highest, is guaranteed to all workers. In the event the U. S. Department of Labor promulgates a new AEWR during the recruitment or work contract period that is lower than the current AEWR at the time of application, this lower AEWR becomes the guaranteed wage rate at the discretion of the employee.

- (b) The employer guarantees to offer employment for a minimum of three-quarters (3/4) of the workdays of the total specified period during which the work contract and all extensions thereof are in effect beginning with the first work day after worker's arrival at the place of employment and ending on the expiration date specified in the work contract or extensions thereof. In Act of God terminations, the three-quarters (3/4) guarantee period end on the date of termination. The worker is not required to work more than eight (8) hours per day except when otherwise stated in the job order or on the worker's Sabbath or federal holiday to meet the guarantee period. The employer guarantees the worker the amount the worker would have earned had the worker in fact worked for the guaranteed number of days.
- (c) Payroll periods will be weekly.
- (d) The employer will provide worker who is referred through the Interstate Clearance System forty (40) hours of work for the week beginning with the anticipated date of need unless the employer has amended the date of need by notifying the Local Office no later than ten (10) days before the date of need. If the employer fails to notify the order holding office, then the employer shall pay an eligible worker who is referred through the Clearance System \$9.02 per hour for the first week starting with the originally anticipated date of need. The employer will require the worker to perform alternative work if the guarantee cited in this section is involved. The alternative work and pay will be \$9.02 per hour preparing barns, drainage of fields, preparing land for planting and other work related to growing tobacco and operating a farm. If worker who is referred fails to notify the order holding office of continued interest in the job at least five (5) days before the date of need, worker will be disqualified from the above mentioned assurance.
- (e) The employer will make the following deductions: FICA (X) Federal Taxes (X) State Taxes (X) (if required) Advances () Meals () Willful destruction of property (X).

#### Anticipated Hours of Work

Eight (8) hours per day is normal. The worker may be requested but not required to work more hours per day and/or on the Sabbath depending upon conditions in the fields. The employer will designate time for lunch and breaks. Worker may be requested to work Saturday and Sunday during peak tobacco harvest but not required. This requirement pertains to both alien and U. S. workers (as per instructions in H2A Program Information Booklet.

ATTACHMENT 1 (Cont'd)

#### **Transportation**

The employer will reimburse worker upon completion of 50% of the work contract for transportation and daily subsistence (not less than \$9.90 per day) from the place from which the worker, without intervening employment will come to work for the employer. In addition, those workers paying such transportation and subsistence expenses and who are terminated by the employer as a result of an Act of God (an Act of God shall mean any frost, hail, stones, flood or natural calamity of such character as to make further fulfillment of this contract impossible), and the RA certifies, or as a result of mutual agreement by worker and employer shall be reimbursed the same. All payment aforesaid shall be due on a day not later than the first day subsequent to the completion of the minimum employment period. In the case of termination as a result of an Act of God, the employer will also provide or pay the cost of return transportation and subsistence enroute from the place of employment to the place of recruitment, except when the worker is not returning to the place of recruitment and has subsequent employment with an employer who will bear transportation expenses.

If the worker completes his contract, the employer will provide or pay the cost of return transportation and subsistence enroute from the place of recruitment except when the worker is not returning to the place of recruitment, and has subsequent employment with an employer who will bear transportation expenses.

If the worker voluntarily abandons his employment or is terminated for cause prior to completion of his contract, the employer will not be responsible for providing or paying the cost of return transportation and subsistence enroute from the place of employment to the place of recruitment. All transportation provided by the employer will be by common carrier or other transportation facilities that conform to applicable regulations of the Interstate Commerce Commission. The employer will provide worker transportation from the living quarters to the work site and back each day at no cost to the worker.

#### \*Other Conditions of Employment

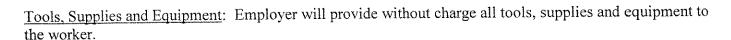
<u>Termination</u> – The employer may terminate the worker with notification to the Employment Service Local Office if the worker (a) refuses without justified cause to perform work for which the worker was recruited and hired or (b) commits serious acts of misconduct.

In the event of termination resulting from an Act of God, the employer will provide or pay reasonable costs of return transportation and subsistence to the place of recruitment and reimburse worker for reasonable costs of transportation and subsistence incurred by the worker to the place of employment.

<u>Training</u>: The only work standards required of any alien or U. S. worker will be that after a three (3) day training period each worker possess the physical capabilities to work in the production of tobacco.

Injuries: Worker will be covered by Workers Compensation Insurance or equivalent employer provided insurance for injuries arising out of and in the course of employment. Employer's proof of insurance coverage will be provided to the Regional Administrator before certification is granted.

ATTACHMENT 1 Page 2 of 3



Employer Obligation If Employment Is Extended: No extension of employment beyond the period of employment specified in the job order shall relieve the employer from paying the wages already earned, or if specified in the job order as a term of employment, providing transportation or paying return transportation expenses to the worker.

Employer Notification of Changes in Employment Terms and Conditions: Employer will expeditiously notify the Order Holding Local Office or State Agency by telephone immediately upon learning that a crop is maturing earlier or later, or weather conditions, over recruitment or other factors have changed the terms and conditions of employment.

Outreach Workers: Outreach workers shall have reasonable access to the worker in the conduct of outreach activities. The employer agrees to comply by all assurances of CFR 653.107, 20 CFR 653.501 and 20 CFR 655.103.

Work Agreement: The employer will provide a copy of the contract or Job Clearance Order to the worker no later than on the day the work commences.

<u>Wage Statements:</u> Employer will furnish the worker on or before each pay period written statements showing the hours actually worked by the worker, the worker's hourly rate of pay, the hours of employment offered including those above the guarantee and total earnings for the pay period. All deductions will be itemized.

Other: Worker must have necessary documents to complete INS Form I-9 upon hiring but not prior to the interview. Workers will have up to three (3) days from date of hire to provide I-9 documents.

The employer's anticipated work force equals (51) workers.

## REQUEST FOR CONDITIONAL ENTRY INTO CLEARANCE SYSTEM

I, R. Hart Hudson, hereby request permission for conditional entry into the intrastate/interstate Clearance System so that my job order can be transmitted to labor supply states in a timely manner to facilitate the recruitment of workers.

As a condition to placing my order into Clearance System, I certify that thirty (30) days prior to occupancy my housing will meet standards of the U. S. Department of Labor. I also authorize representatives of the Virginia Employment Service, the Virginia Health Department and/or the U. S. Employment and Training Administration to inspect the housing that I am offering such workers at any reasonable time to verify its condition.

I expect my housing to be occupied by January 5, 2010

R. Hart Hudson, Employer

Date: February 19, 2010



#### MECKLENBURG COUNTY HEALTH DEPARTMENT

Boydton, VA 23917

Telephone: (434)738-6545

(434) 447-7636 - South Hill Residents Toll Free

Environmental control of water, sewage, milk, rodents and Protection: 1

vector control.

Immunization, investigation of communicable disease, food 2 Prevention:

poisoning, tuberculosis, venereal disease control

3. Home Health

> Services: Visiting nurse services

X-ray, prenatal, immunization, pre-school clinics Clinic: 4

#### DEPARTMENT OF SOCIAL SERVICES

Boydton, VA

Telephone: South Hill Residents Toll Free (434 447-7636 (434) 738-6138

**EMERGENCY SERVICES** FIRE DEPARTMENT South Hill Fire Department Southside Rescue Squad

South Hill, VA South Hill, VA

Telephone: (434) 447-3226 Telephone: (434) 447-3226

SHERIFF

Mecklenburg County Sheriff's Department – Emergency Only

Danny Fox, Sheriff

Boydton, VA

Telephone: Emergency Only

(434) 738-6171

Non Emergency -South Hill Residents Toll Free (434) 447-7636

VIRGINIA STATE POLICE

COMMUNITY MEMORIAL HOSPITAL

Highway 1, North, South Hill, VA

Telephone: (434) 447-4121

125 Buena Vista Circle South Hill, VA 23970

Toll Free: 800-553-3134

Provides inpatient and outpatient emergency Care, emergency room service, surgery and

Intensive care unit

### THE VIRGINIA JUSTICE CENTER FOR FARM AND IMMIGRANT

WORKERS

Tim Freilich – Managing Attorney 1000 Preston Avenue, Suite A Charlottesville, VA 22903

Phone 434-977-0553

434-977-0558 Fax Toll-free 800-578-8111

International 1-800-892-1751

MMARY OF EMPLOYMENT CONDITIONS ECIFIED ON JOB ORDER	SUMARIO DE LAS CONDICIONES DE EMPLEO QUE SON ESPECIFICADAS EN LA ORDEN DE TRABAJO			
Order Number: 154857.	1. Numero de la Orden: 15485 7			
1. Name of Employer: PHDET HUDGUN	2. Nombre del Empleador: R HART HUDSON			
1. Location of Employer and Directions: 338 Tobacco PAPE  South Hill NA 23970	3. Lugar y Direccion del Empleador: 338 Toboxco Lane South Hu VA 23970			
Period of Employment: From <u>4-8-2010</u> To <u>11-1-2010</u>	4. Periodo de Empleo: Del <u>48-10</u> Al 11-1-2010			
Work Schedule: 8 Days per week 46	5. Horario del Trabajo: Horas por día 🙎 Numero de días por semana 💯			
Crop and Pay:  Estimated Hourly Unit of Piece Hourly rop Wage Production Rate Wage  Once Op 2	6. Cosecha y Pago:  Sueldo por Unidad de Pago por Cosecha Hora Produccion unidad  Jobacco G 8 2  Calculo Anticipado del Sueldo por Hora			
nus:	Pago Adicional:			
Work tasks to be performed:  REGULAR: PREPARE PLANT + PREPARE  FIELDS FOR PLANTING  HARVEST TOBACCO  HARVEST BY HAND	7. Labores a desempenar en el trabajo:  Normales: REPARAR LAS CAMAS, LA  HERRA PLANTAR, CULTIVAY, Y  PISCAY EL TODACCO E MANO			
Iternate tasks and pay during first week in case of rop delay (see item 12)  REPRE FIELDS -1 BSENS  2MOVING STAVES From FIELDS  EPAIRING FENCES - OTHER  2CLATING WORL TO THE FARM	Labores alternativas y pago por la primera semana en caso de demora en la cosecha (vease punto numbero 12):  Perparere la HERRA, la granja lumpiare la labor, Mantenere la Cerca y cualquir office			

8. Transportation provided:  yes [X no []	8. Transportacion Proveida: si no []
9. Housing can accomodate number of people individual [X] family [ ]	9. Viviendas disponibles para persona
10. Meals: Provided: yes [ ] no [ ]  If yes: Cost per day  Workers must do their own cooking  yes [ in no [ ]	10. Comidas Proveidas: si [] no [] Si son proveidas, el costo por dia sera Los trabajadoras tienen que cocinar sus comidas si [] no []
11. Deductions:  Type  Amount  YES  Income Tax  Meals  Transportation  Tools & Equipment  Crewleaders charges	11. Deducciones:  Clase Cantidad  Seguro Social  Impuestos Sobre Ingresos  Comidas  Transportacion  Herramientas y Maquinarias  Sumas Cobradas por el Contrastista de Trabajedores Agricolas
A copy of the full job order is available for inspection in this office.  The employer has guaranteed your first week's wages unless he notifies the Job Service of a later starting date by 3-25-10. In order for you to be eligible for this guarantee, you must contact the Job Service office at  Virginia Employment Commission  910 N. Mockienburg Avenue PO Box 485 South Hill, VA 23970 Phone: 434-447-8700 Fax: 434-447-5842  during the period of 4-1-10 any Job Service office will assist you in doing this.	12. NOTAS PARA EL TRABAJADOR  Una copia de la orden completa esta dispon en esta officina gara su inspeccion.  El empleador ha garantinado al pago por su primera semana de empleo, a menos que el notifique al Servicio de Empleos que la fec de comenzar a trabajar sera atrasada, y 'que tal notificacion sea a mas tardar el 3 10 . Para que Ud. pueda ten derecho a esta garantia de pago, tendra que comunicarse cen la Officina del Servicio de Empleos en el  Virginia Employment Commission  910 N. Mecklenburg Avenue  PO Box 485  South Hill, VA 23970  Phone: 434-447-8700  Fax: 434-447-8842  durante el periodo del 3-26-10 al 0 - 1-10  Cualquier Oficina del Servicio de Empleos le asistira en hacarlo.